

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**BAUER'S INTELLIGENT  
TRANSPORTATION, INC.**

**and**

**Cases 20-CA-148119  
20-CA-151225**

**TEAMSTERS LOCAL 665, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

**and**

**PROFESSIONAL COMMUTER DRIVERS UNION  
Party to the Contract**

**DECISION AND ORDER**

Statement of the Cases

On September 15, 2015, Bauer's Intelligent Transportation, Inc. (the Respondent), Teamsters Local 665, International Brotherhood of Teamsters (the Union), Professional Commuter Drivers Union (PCDU), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

**Findings of Fact**

1. The Respondent's business

At all material times, the Respondent has been a California corporation with offices and places of business in San Francisco, Santa Clara, and Los Angeles, California and has been engaged in the business of providing transportation services.

During the calendar year ending December 31, 2014, the Respondent, in conducting its business operations described above, derived gross revenues in excess of \$500,000 and purchased and received at its San Francisco, Santa Clara, and Los Angeles, California facilities goods valued in excess of \$5000 which originated from points outside the State of California.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

## 2. The labor organizations

The Union and the PCDU are labor organizations within the meaning of Section 2(5) of the Act.

## **ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, Bauer's Intelligent Transportation, Inc., San Francisco, Santa Clara, and Los Angeles, California, its officers, agents, successors, and assigns, shall

### A. Cease and desist from

(1) Dominating or providing unlawful assistance or support to PCDU or any other labor organization.

(2) Recognizing PCDU as the representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.

(3) Giving effect to or enforcing the collective-bargaining agreement that it entered into with PCDU about March 23, 2015, provided, however, that nothing in this Order shall require the Respondent to vary or abandon any existing wages or benefits established for employees by its current agreement with the PCDU.

(4) Surveillance of employee union activities.

(5) Interfering with the distribution of Union literature to employees.

(6) Interfering with, restraining, or coercing employees in the exercise of their Section 7 rights in any like or related manner.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Immediately withdraw all recognition from PCDU as representative of any of its employees for the purpose of dealing with the Respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment, and completely disestablish the PCDU as such representative.

(2) Within 14 days of service by the Region, post in prominent places at the Respondent's various San Francisco and South Bay facilities copies of the attached notice marked "Appendix A." Copies of the Notice, on forms provided by Region 20, after being signed by the Respondent's authorized representative, shall be posted for a period of 60 days, in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or by other electronic means, if the Respondent customarily communicates with its employees by such means. Responsible steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(3) Mail a copy of the Notice to all Commuter Drivers employed since March 6, 2015.

(4) Within 21 days of the issuance of the Board's Order, file with the Regional Director of Region 20 of the Board, a sworn affidavit from a responsible official describing with specificity the manner in which the Respondent has complied with the terms of the Board's Order, including the locations of the posted documents.

(5) In connection with the representation petition the Union filed in Case 20-RC-150089:

(a) Effective upon the signing of this agreement by all parties to this agreement and continuing until the time of the election in Case 20-RC-150089, allow the Union reasonable access to the Respondent's bulletin boards located at its San Francisco and Santa Clara Counties facilities' Dispatch;

(b) Effective upon the signing of this agreement by all parties to this agreement and continuing until the time of the election in Case 20-RC-150089, at receiving 72 hours advance notice by the Union, the Respondent will grant one Union representative access to its breakroom for one continuous hour, at either the San Francisco or Santa Clara County facility, once every seven days, to meet with employees. The Respondent agrees not to schedule mandatory drivers'

meetings upon receiving said notice from the Union, on the dates and at the time of meetings noticed by the Union.

Dated, Washington, D.C., September 24, 2015.

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Mark Gaston Pearce, Chairman

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Philip A. Miscimarra, Member

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Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

## **APPENDIX A**

**NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

**Cases: 20-CA-148119 and 20-CA-151225**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER  
AND A CONSENT JUDGMENT OF ANY APPROPRIATE  
UNITED STATES COURT OF APPEALS**

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose representatives to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** engage in surveillance of your union and protected concerted activities or engage in other conduct that makes it appear that we are engaging in such surveillance.

**WE WILL NOT** physically interfere with your ability to receive union literature.

**WE WILL NOT** form, administer, or render unlawful assistance or support to the Professional Commuter Drivers Union (PCDU), or any other labor organization.

**WE WILL NOT** recognize an organization as your exclusive collective-bargaining representative when that organization has the support of less than a majority of the employees.

**WE WILL NOT** direct our employees to meet with representatives of PCDU.

**WE WILL NOT** recognize PCDU as your collective-bargaining representative.

**WE WILL NOT** maintain or give effect to the collective-bargaining agreement between Bauer's Intelligent Transportation and PCDU entered into about March 23, 2015, or any renewal, extension or modification; provided, however, that nothing in this settlement requires the withdrawal or elimination of any wage increase or other benefits or terms and conditions of employment that may have been established pursuant to that agreement.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** immediately withdraw all recognition from and completely disestablish the PCDU and refrain from recognizing the PCDU as your representative concerning terms and conditions of employment.

**In connection with the representation petition that Teamsters, Local 665 (the Union) filed with the Board in Case 20-RC-150089:**

**WE WILL** allow the Union reasonable access to our bulletin boards at our San Francisco and Santa Clara facilities' Dispatch.

**WE WILL** grant the Union access to our employee breakrooms at either the San Francisco or Santa Clara facility, for one hour every seven days, between now and the time of the election in Case 20-RC-150089.

#### **BAUER'S INTELLIGENT TRANSPORTATION**

The Board's decision can be found at [www.nlr.gov/case/20-CA-148119](http://www.nlr.gov/case/20-CA-148119) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

